

STATE OF INDIANA)
) SS:
COUNTY OF MARION) AVC NO. 02-046

IN RE: RON GOWAN,)
 individually and doing business as)
 CARS OUT WEST)
)
 Respondent.)

FILED
AUG 26 2002
Jack M. Taylor
CLERK OF THE
MARION CIRCUIT COURT

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Ron Gowan, individually and doing business as Cars Out West, enter into an Assurance of Voluntary Compliance ("Assurance") pursuant to Indiana Code §24-5-0.5-7.

Any violation of the terms of this Assurance constitutes prima facie evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. Respondent is an individual engaged in the sale of used automobiles, as Cars Out West, with a principal place of business at 6434 West Washington Street, Indianapolis, Indiana, and transacts business with Indiana consumers.
2. The terms of this Assurance apply to and are binding upon Respondent, his employees, agents, representatives, successors, and assigns.
3. Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code §4-6-9-4 and Ind. Code §24-5-0.5-1 *et seq.*
4. Respondent will refrain from making and shall not make, cause to be made, or permit to be made, expressly or by implication, any representation that he can deliver title within a stated time frame when Respondent knows or should reasonably know he cannot.
5. Respondent will immediately comply with all provisions of Indiana Code §9-17-3-3, including but not limited to:

- a. endorsing the certificate of title for a vehicle which is sold or has ownership transferred by Respondent;
 - b. delivering the endorsed certificate of title to the purchaser or transferee at the time of sale or delivery;
 - c. if the conditions under Indiana Code §9-17-3-3(a)(4)(A-E) are met, delivering the endorsed certificate of title to the purchaser or transferee within twenty-one (21) days after the date of sale.
6. Respondent will immediately comply with all provisions of Indiana Code §9-18-26-10 and 140 IAC 3.5-2-15, including but not limited to, issuing no more than one interim license plate to a motor vehicle purchaser.
7. Respondent will immediately comply with all provisions of Ind. Code §9-18-26-1, *et seq.* and 140 IAC 3.5-2-6, including but not limited to, not using the metal dealer plates following the sale and delivery of a vehicle from the dealer's inventory.
8. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Respondent knows or should reasonably know that it does not have.
9. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the subject of a consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and if the Respondent knows or should reasonably know that the representation is false.
10. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that he is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when he knows or reasonably should know he can not.
11. Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing either orally or in writing that the consumer will be able to purchase the subject of a consumer transaction as advertised by Respondent, if Respondent does not intend to sell it.

12. Upon execution of this Assurance, Respondent shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General.

13. Respondent shall not represent that the Office of the Attorney General approves or endorses Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

14. Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives.

15. The Office of the Attorney General shall file this Assurance with the Circuit Court of Marion County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 20 of Aug, 2002.

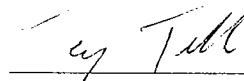
STATE OF INDIANA

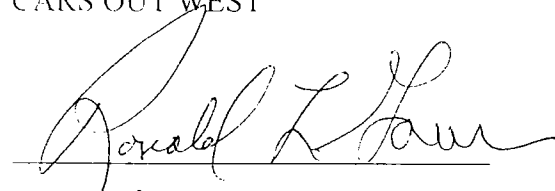
RESPONDENT

STEVE CARTER
Indiana Attorney General

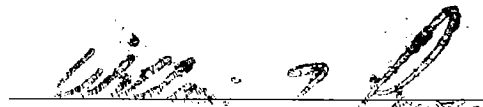
RON GOWAN,
individually and doing business as
CARS OUT WEST

By


Terry Tolliver
Deputy Attorney General
Atty. No. 22556-49
Office of the Attorney General
402 West Washington, 5th Floor
Indianapolis, Indiana 46204


Title Owner
Printed Name: RONALD L. GOWAN

APPROVED this _____ day of AUG 26 2002, 2002.


Judge, Marion County Circuit Court